

December 17, 2013

To:

The Court:

Clerk of the Court

United States District Court for the Eastern District of Pennsylvania

Byrne Federal Courthouse

601 Market Street

Philadelphia, PA 19106-1797

Class Counsel:

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Philadelphia, PA 19102

Re: CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270

This purpose of this letter is to object to the terms of the aforementioned litigation. The specific objection is in regard to prior claimants being excluded from the litigation.

Our newly built home was sided with CertainTeed Fiber Cement siding on or about August 2002. We filed a claim with CertainTeed in August 2010 due to the product shrinking and vertical cracks appearing throughout the structure. We settled with CertainTeed in December 2010 for the cost of the siding. We were not offered nor awarded any dollars to cover the labor cost incurred to replace the siding.

We feel the exclusion of prior claimants is unfair and unjust for the following reasons:

1. The current language includes the cost of "installing" fiber cement siding. This is above and beyond our August 2010 settlement.
2. Claimants that had siding installed within the last two years have the option of filing under the SureStart Warranty program and filing a claim under the aforementioned Settlement, with the Settlement paying the difference between what CertainTeed would pay under SureStart and what the Settlement provides. This is clearly stated under the Q&A section "How does the settlement work?".

Claimants that had siding installed prior to 2 years back and/or filed a claim proactively to ensure the prevention of further home damage are being penalized under the current Settlement language. Proactively repairing our home is now a detriment given we are being excluded from potentially recouping some/all of the labor cost of replacing our siding while labor cost will be included for current claimants or claimants who had their siding installed within the past 2 years. Labor costs are not cheap and was a large financial outlay to replace the defective siding.

All we ask is to be treated fairly to other claimants due to the reasons noted above. We would expect the final terms under the aforementioned Settlement to net out the existing settlement to ensure we would not be able to collect twice for the same claim. This request aligns with the language stated for those filing under the SureStart Warranty program.

We are not asking to appear at the Final Approval Hearing to discuss this objection.

The address of the single unit, residential property affected is as follows:

371 Deer Valley Drive
Hudson, WI 54016

Thanks for your consideration.

A handwritten signature in black ink, appearing to be "David and Kristine Berger", written over a circular stamp or seal.

David and Kristine Berger
371 Deer Valley Drive
Hudson, WI 54016

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